



ENGINEERING & CONSERVATION AND ENVIRONMENTAL SERVICES

Exhibit B

APPLICATION ■ WTF PUBLIC PROPERTY PERMIT  
Wireless Telecommunication Facilities ■

**Applicant Information**

Applicant/Carrier Name: \_\_\_\_\_

Applicant/Carrier Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No.: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Agent: \_\_\_\_\_  
(Company Name) (Person Name), (Person Title)

Agent Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**General Project Description**

Project Name: \_\_\_\_\_ Carrier Ref #: \_\_\_\_\_

General Description of Proposed Project. See attached APPENDIX A

**Subject Property Information**

Location/Street Address (Closest intersection): \_\_\_\_\_

Assessor's Parcel #: \_\_\_\_\_

Total Acreage: \_\_\_\_\_ Redevelopment Area (if applicable) \_\_\_\_\_

General Plan Designation: \_\_\_\_\_ Zone Designation: \_\_\_\_\_

Are there any WTFs existing or proposed on this site? (If yes, please describe.) \_\_\_\_\_

If so is this proposed as a co-location? ☐ Yes ☐ No

**Project Details**

Will antenna go on ☐ new (OR) ☐ existing structure?

Height of structure where the antenna will be placed \_\_\_\_\_

Dimensions of the antennas: \_\_\_\_\_

Will there be other devices (i.e. EPS or microwave antenna)? \_\_\_\_\_

Square footage of the equipment area/shelter: \_\_\_\_\_

Will any of the facilities be underground? ☐ Yes ☐ No

How often will the site require maintenance visits? \_\_\_\_\_

Print Applicant's Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPLICATION APPENDIX A

### Project Description & Justification

Project Name: \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

- 1) Please fully describe the proposed project, any and all construction that may be accomplished as a result of approval of this project, and the project's benefits to you, the property, the neighborhood, and the City of Chula Vista.
- 2) Provide a brief narrative about why is this being pursued, new system, additional topographical coverage, additional demand based on x number of reported dropped calls etc over the past time period.
- 3) Include a basic preliminary plot plan showing closest cross streets and elevations for pre-application site visit. (Sample attached)
- 4) Provide Search ring(s) and alternate locations reviewed within that search ring(s) for pre-application site visit.
- 5) Demonstrate how you are addressing the MLA and issues summarized in Property Policies and Procedures; Conditions and Requirements. Include any details necessary to adequately explain the scope and/or operation of the proposed project. You may include any background information and supporting statements regarding the reasons for, or appropriateness of, the application. Use an addendum sheet if necessary

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.



**APPLICATION APPENDIX B**

Permit Applicant: \_\_\_\_\_  
Applicant's Address: \_\_\_\_\_  
Type of Permit: \_\_\_\_\_  
Agreement Date: \_\_\_\_\_  
Deposit Amount: \_\_\_\_\_

This Agreement ("Agreement") between the City of Chula Vista, a chartered municipal corporation ("City") and the forenamed applicant for a development permit ("Applicant"), effective as of the Agreement Date set forth above, is made with reference to the following facts:

Whereas, Applicant has applied to the City for a Wireless Telecommunications Facility Public Property permit of the type afore-referenced ("Permit") which the City has required to be obtained as a condition to permitting Applicant to develop a parcel of property; and,

Whereas, the City will incur expenses in order to process said permit through the various departments of the City ("Processing Services"); and,

Whereas the purpose of this agreement is to reimburse the City for all expenses it will incur in connection with providing the Processing Services;

Now, therefore, the parties do hereby agree, in exchange for the mutual promises herein contained, as follows:

1. Applicant's Duty to Pay.  
Applicant shall pay all of City's expenses incurred in providing Processing Services related to Applicant's Permit, including all of City's direct and overhead costs related thereto. This duty of Applicant shall be referred to herein as "Applicant's Duty to Pay."

1.1. Applicant's Deposit Duty.  
As partial performance of Applicant's Duty to Pay, Applicant shall deposit the amount afore-referenced ("Deposit").

1.1.1. City shall charge its lawful expenses incurred in providing Processing Services against Applicant's Deposit. If, after the final inspection as outlined in section 15 and 18 of the WTF Public Property Permit and conclusion of processing Applicant's Permit and, any portion of the Deposit remains, and the Carrier/Applicant has no other outstanding processing debts for WTF public property permits within the City, the City shall return said balance to Applicant within 60 days without interest thereon. If, during the processing of Applicant's Permit, the amount of the Deposit becomes exhausted, or is imminently likely to become exhausted in the opinion of the City, upon notice of same by City, Applicant shall forthwith provide such additional deposit as City shall calculate as reasonably necessary to continue Processing Services. The duty of Applicant to initially deposit and to supplement said deposit as herein required shall be known as "Applicant's Deposit Duty".

2. City's Duty.  
City shall, upon the condition that Applicant is no in breach of Applicant's Duty to Pay or Applicant's Deposit Duty, use good faith to provide processing services in relation to Applicant's Permit application.

2.1. City shall have no liability hereunder to Applicant for the failure to process Applicant's Permit application, or for failure to process Applicant's Permit within the time frame requested by Applicant or estimated by City.



2.2. By execution of this agreement Applicant shall have no right to the Permit for which Applicant has applied. City shall use its discretion in valuating Applicant's Permit Application without regard to Applicant's promise to pay for the Processing Services, or the execution of the Agreement.

2.3. By execution of this agreement Applicant shall have no right to the Permit for which Applicant has applied. City shall use its discretion in valuating Applicant's Permit Application without regard to Applicant's promise to pay for the Processing Services, or the execution of the Agreement.

### 3. Remedies.

#### 3.1. Suspension of Processing

In addition to all other rights and remedies which the City shall otherwise have at law or equity, the City has the right to suspend and/or withhold the processing of the Permit which is the subject matter of this Agreement, as well as the Permit which may be the subject matter of any other Permit which Applicant has before the City.

#### 3.2. Civil Collection

In addition to all other rights and remedies which the City shall otherwise have at law or equity, the City has the right to collect all sums which are or may become due hereunder by civil action, and upon instituting litigation to collect same, the prevailing party shall be entitled to reasonable attorney's fees and costs.

### 4. Miscellaneous.

#### 4.1 Notices.

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested at the addresses identified adjacent to the signatures of the parties represented.

#### 4.2 Governing Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.

#### 4.3. Multiple Signatories.

If there are multiple signatories to this agreement on behalf of Applicant, each of such signatories shall be jointly and severally liable for the performance of Applicant's duties herein set forth.

#### 4.4. Signatory Authority.

This signatory to this agreement hereby warrants and represents that he is the duly designated agent for the Applicant and has been duly authorized by the Applicant to execute this Agreement on behalf of the Applicant. Signatory shall be personally liable for Applicant's Duty to Pay and Applicant's Duty to Deposit in the event he has not been authorized to execute this Agreement by Applicant.

#### 4.5 Hold Harmless.

Applicant shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees, from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including without limitation attorneys' fees) arising out of City's actions in processing or issuing Applicant's Permit, or in exercising any discretion related thereto including but not limited to the giving of proper environmental review, the holding of public hearings, the extension of due process rights, except only for those claims, suits, actions or proceedings arising from the sole negligence or sole willful conduct of the City, its officers, or employees known to, but not objected to, by the Applicant. Applicant's indemnification shall include any and all costs, expenses, attorney's fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, Applicant, at its own expense, shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Applicant's indemnification of City shall not be limited by any prior or subsequent declaration by the Applicant. At its sole discretion, the City may participate at its own expense in the defense of any such action, but such participation shall not relieve the applicant of any obligation imposed by this condition.



4.6 Administrative Claims Requirements and Procedures.

No suit or arbitration shall be brought arising out of this agreement against the City unless a claim has first been presented in writing and filed with the City of Chula Vista and acted upon by the City of Chula Vista in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

Now therefore, the parties hereto, having read and understood the terms and conditions of this agreement, do hereby express their consent to the terms hereof by setting their hand hereto on the date set forth adjacent thereto.

Dated: \_\_\_\_\_ City of Chula Vista  
276 Fourth Avenue  
Chula Vista, CA 91910

By: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_



## **Wireless Telecommunication Facilities Permit (WTF) on Public Property Policies & Procedures**

### **Submittal Requirements**

Applicant/Agent shall submit the following to Engineering Staff at the Counter in the Public Services Building, located at 276 Fourth Avenue, Chula Vista, CA 91910. The form will be processed administratively and routed to other affected City Departments and services by Conservation & Environmental Services:

- ☐ WTF Public Property Permit Application.
- ☐ A letter on the Wireless Telecommunication Company stationery from an authorized person authorizing the agent and its company to represent the Wireless Telecommunication Company in the WTF process. The letter may establish authorization for up to one year so that it can be re-used for multiple sites for the same carrier during that time frame.
- ☐ An initial permit processing deposit of \$1,500.00
- ☐ Completed Project Description & Justification Sheet (APPENDIX A)
- ☐ Development Permit Processing Agreement (APPENDIX B)
- ☐ Proof of approved Master License Agreement with City
- ☐ 10 sets of Site Plan 11"X17" minimum, and 2 sets of 24"X36" maximum
- ☐ Photo Simulations of proposed facility. Simulation must show how the facility is expected to look like from adjacent properties and nearest public right-of-way.
- ☐ Provide a copy of search ring(s) and alternate locations reviewed within the search ring(s)
- ☐ Documentation of how the proposed facility fits into and is a necessary part of the Applicant/Permitee's network. Such as a coverage plot, showing gap to be filled by this facility or statement regarding customer service requests for drop calls.
- ☐ If the proposal does not include co-location, written documentation of all efforts made to co-locate at another site, and a justification for the decision not to co-locate
- ☐ Location plat of all existing proposed and anticipated wireless communications facilities in the Applicant/Permitee's network located in the City.
- ☐ If, at the City's discretion, it determines that this particular site warrants notice, the Applicant shall prepare the notice to package containing the following items and submit it to the City:
  - Fill in the blank notice form. (Obtain City prior approval each site may be slightly different)
  - Self addressed and stamped envelopes for all private properties within 300 feet of the site (for new sites or existing sites with significant modifications)
  - Data list of recipients
  - An 8-1/2" x 11" plat clearly showing the subject project relative to adjacent streets.
  - One elevation, depicting the vertical element(s) from its most prominent view.
- ☐ Prior to the commencement of any work and pursuant to Section 4.4 of the MLA, the Wireless Telecommunication Company shall file with the City the required original Certificate of Insurance.

## **Conditions and Requirements**

1. WTFs shall be stealth facilities
2. WTFs shall be co-located and/or developed for future co-location to the extent practicable.
3. Equipment facilities should be the smallest dimensions that technology allows.
4. WTFs on City Property are subject to the height limitation and required setbacks stipulated in CVMC Title 19 for the applicable zone, unless the additional height and/or encroachment into the required building setbacks is approved by the Zoning Administrator.
5. When allowed, freestanding facilities shall be designed to the minimum functional height and width.
6. Colors and materials shall be chosen to minimize visibility from the surrounding areas.
7. The location, design and required screening shall be compatible with the character of the surrounding neighborhood and shall be compatible with potential/planned future improvements by the City for the specific area per applicable City planning documents and/or current City standards.
8. Graffiti resistant surfaces shall be used. All graffiti noted by or reported to a responsible Carrier must be removed in accordance with the City's Property Defacement/Graffiti Ordinance.
9. Sidewalks, pavements, landscaping, irrigation, drainage and other improvements damaged or disturbed during installation, maintenance or removal of a WTF shall be restored to original condition or new standard established by the City Engineer by the responsible Carrier.
10. At no time shall WTF's affect, impede nor negatively impact the normal functions or duties of City Property, City employees or the public's routine enjoyment of parks, libraries or other public spaces, which may host a WTF.

### **A. Determination of Applicability and Feasibility**

Determination of applicability and feasibility is at the sole discretion of the City.

When reviewing WTF's on City Property, City staff shall determine whether the proposed WTF would:

- (i) Be detrimental to the City's property interest;
- (ii) Preclude other appropriate uses;
- (iii) Change or interfere with the use or purpose of the property, park or open space;  
or
- (iv) Violate any deed restrictions related to City Property, map requirements or other land-use regulations.

City determinations may only be overturned on appeal.

All environmental determinations shall be done on a project-by-project basis.

### **B. Placement of WTF's**

All proposals shall be evaluated on a case-by-case basis and are not necessarily limited to the general criteria listed below. The WTF should relate to the natural and/or existing surroundings in design, scale, form, color and materials.

The requirements and process for placement of WTFs vary by the type of location (Category 1 or Category 2) as described below. When questions arise, the appropriate City departments, have the authority to determine appropriateness of a location and what category a particular location falls in.

C. Categories:

Category 1

Applicants are strongly encouraged to site a WTF in one of these locations before pursuing a Category 2 Location.

1. City Buildings, such as the Civic Center, Fire Stations, Libraries, Public Works Facilities (excluding park facilities), in any event so long as the WTF does not interfere with City operations.
2. City parks and other properties not adjacent to an elementary school site.
3. Public ROW contiguous and/or immediately adjacent (on the same side of the street) to non-residential uses.

Category 2

Applications for sites in Category 2 Locations should include documentation from the Applicant substantiating why a Category 1 Location was not utilized. Documentation must include but may not be limited to: a narrative justification and search ring map(s), showing how the facility addresses dropped calls or other service issues and will fill coverage gaps versus alternative locations.

1. Public ROW adjacent to or in City parks or Open Space.
2. Open Space areas
3. Public ROW contiguous and immediately adjacent to residential use.
4. City properties (including parks) adjacent to an elementary school site or child care facility.

D. The following are general criteria for placement of WTF's on City Property (not including ROW)

1. WTF's shall be integrated into existing structures if at all possible.
2. Colors and materials of the WTF shall match the existing structures on the site.
3. The architecture of the WTF and/or associated equipment buildings shall be compatible with the rest of the site and surrounding area. All structures should be harmonious in style, form, and size.

E. The following are general criteria for placement of WTF's within the Right of Way Sites Locations:

1. All equipment associated with a Public ROW WTF should be placed underground, or flush mounted, (including vents) unless a small above ground service connection box is



required by the utility provider (maximum of 3 feet high by 3 feet wide) Whenever possible the meter should be connected to any existing or required vertical element.

2. Where space permits, equipment or components of a Public ROW WTF shall be located behind the edge of the sidewalk. In no case shall any location or placement of any component or associated equipment of a WTF located within the public ROW obstruct or impede access, travel or the normal use of the public ROW subject to approval by the City Engineer. Vaults or associated equipment must be in compliance with all ADA requirements. Vaults or associated equipment that encroach into the sidewalk must be set flush with the sidewalk or a four foot wide clear sidewalk path must be accommodated from the edge of the vault/equipment to the back of the curb.
3. When it is technologically infeasible for the equipment associated with an antenna located within the public ROW to fit into the public ROW, the equipment may be placed above ground on adjacent private or other non-City property subject to City review/approval (pursuant to the Chapter 19.89) and provided that: 1) the applicant has obtained permission from the property owner; 2) the placement of the equipment is consistent with existing laws and regulations, including sight distance requirements and all that all applicable discretionary approvals are acquired subject to Chula Vista Municipal Code 19.89 for Wireless Facilities on private property (3) the equipment enclosure is integrated into the architecture or surrounding environment through architectural enhancement (scale, texture, color, and style), unique design solutions, enhanced landscape architecture, and complementary siting solutions to minimize visual and pedestrian impacts.
4. Panel Antennas shall be vertically mounted to the structure in compliance with any applicable separation requirements and shall not exceed six-inches in distance from the structure.
5. No more than four panel Antennas, or two omni-directional Antennas, shall be mounted on any City Street Light Standard by any one provider.
6. Antennas shall be colored and textured to match the support structure (pole, building, etc.) on which they are attached. City will consider similar stealth options proposed by the applicant at its sole discretion.
7. At the City's discretion, when necessary, equipment attached to the pole shall be located to minimize pedestrian impacts and shall match the color of the pole, the City may approve other stealth and aesthetically appropriate applications at its discretion.
8. The applicant is responsible for minimizing any potential damage to hard and soft landscapes and is sole responsible for the, restoration and/or replacement of landscape material shall be provided by the applicant, subject to the appropriate City approval(s) prior to operating the WTF. In addition, the City shall require a maintenance plan and/or agreement sufficient to allow plant material to reach self-sustaining status pursuant to the City landscape architect (approximately 1 year for shrubs and 3 years for trees)..

9. When screening is proposed the plants shall be "water smart" and self-sustaining (i.e. not require irrigation systems where there are none)
10. If a street light supporting an Antenna is damaged or becomes non-functional, the City shall have the right to erect a temporary light in the licensed area. The applicant shall be responsible for permanent replacement and/or repair of the light within a reasonable amount of time pursuant to Section 2.4 of the Master Communications Site License Agreement.
11. Functional appurtenances shall be pursued
12. Non-functional light standards and/or poles are discouraged subject to the discretion of the City.
13. Replacement Light standards or new light standards must be designed to match the existing lights in the area.
14. All above-ground structures must be constructed in break-away design to ensure traffic safety.
15. Proper visual sight distance must be maintained in accordance with all City standards at all intersections and driveways.
16. All energy costs for new light standards must be paid for by the applicant.

F. The following are general criteria for placement of WTF's within City Parks(City staff shall determine whether the proposed WTF is consistent with the context and setting of the Park Site):

1. The proposed WTF shall be integrated with existing park facilities or open space, shall not disturb the environmental integrity of the park or open space, and shall be disguised such that it does not significantly detract from the recreational or natural character of the site.
2. Whenever possible, Antennas shall be concealed within existing appurtenances such as: sports field light poles, security light poles, scoreboards, buildings and other similar posts/structures within the park site, with no aesthetic/functional impact to the intended effect.
3. No WTF or Equipment Facilities shall be placed on existing or proposed active recreational areas, or in a location identified by Park staff that will hinder or interfere with the future development of the park.

4. Above-ground equipment enclosures, when allowed, shall be designed similarly to existing park structures, shall be the smallest size that technology allows, and shall be integrated into the existing architecture of surrounding environment through architectural enhancement. All equipment shall be located inside the equipment enclosure and the building shall be enclosed on all four sides and above. Landscaping, which complements the existing park landscaping, shall be used to screen and enhance the WTF enclosure.
5. The City reserves the option to require the applicant to incorporate complementary uses on the exterior of enclosures such as; storage, drinking fountains, concrete pads and electrical outlets for vending machines, clocks, score boards or other features that may allow the structure to blend into and complement park uses.
6. An applicant may be limited to one WTF Facility and/or Equipment Facility in any park. Exceptions may be made for WTF Facilities in large regional parks or at the discretion of the City.